

Contract no. 1725

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AGREEMENT

BETWEEN

THE LINDEN ROSELLE SEWERAGE AUTHORITY  
CITY OF LINDEN, NEW JERSEY

AND

LOCAL UNION NO. 209  
a/w DISTILLERY, WINE AND ALLIED  
WORKERS INTERNATIONAL UNION

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JANUARY 1, 1992 THROUGH DECEMBER 31, 1993

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## AGREEMENT

This Agreement entered into on the 28<sup>th</sup> day of OCTOBER, 1992 by and between The Linden Roselle Sewerage Authority located at 5005 South Wood Avenue, Linden, New Jersey, hereinafter referred to as the "Authority" and Local Union No. 209 affiliated with the Distillery, Wine and Allied Workers International Union, hereinafter referred to as the "Union". It contains the entire Agreement between the parties hereto as a result of collective bargaining and covers all matters pertaining to rates of pay, wages, hours of work and conditions of employment for the period stated herein. No verbal statements shall supersede any of its provisions.

## ARTICLE I

### 1. RECOGNITION

The Authority hereby recognizes the Union as the exclusive bargaining agent for all non-professional employees but excluding all professional, craftsmen, managerial executives, office employees, confidentials, police and supervisors within the meaning of the New Jersey Public Employer-Employee Relations Act.

### 2. RESPONSIBILITY OF PARTIES

The Authority and the Union on behalf of its members accept responsibility to follow the procedures set forth in this Agreement for the settlement of issues and disputes. The Union shall not permit its members and it does hereby agree for its members, not to engage in any strike or participate in any stoppage or cessation of work in any form. Neither does it sanction the leaving of their work area or Authority premises by any member pending settlement of issues and disputes. The Authority shall not in any manner cause, order, approve or participate in or condone any lockout.

The Authority and the Union may modify this Agreement during its term by mutual consent. Any modifications must be written and signed by both parties.

## ARTICLE II

### HOURS OF WORK

1. The scheduled work week of day employees shall begin at 7:31 A.M. Monday and end 7:30 A.M. the following Monday. A work week shall consist of five (5) work days of eight (8) hours each that begins Monday at 7:31 A.M. and ends Friday at 4:00 P.M. Each work day shall begin at 7:31 A.M. and end at 4:00 P.M. with a daily unpaid lunch period between 12:00 noon and 12:30 P.M.

2. Employees who operate the plant equipment shall be called Shift Operators.

In cases of emergency as may be determined by the Authority, Shift Operators shall be relieved by Relief Operators. An emergency shall include but is not limited to extended illness, leave of absence, vacation, jury duty, job injury, unfilled vacancy due to suspension, discharge or resignation or during a period a new employee is assigned to the day shift for training purposes.

2a. The work week of a shift operator will begin at 7:01 A.M. on the first day of his scheduled work week and, except during regular rotation of shift schedules, will end seven (7) days later at 7:00 A.M.

2b. A work week will consist of five (5), or up to a maximum of ten (10) during regular rotation of shift schedules, consecutive work days of three (3) eight (8) hour shifts each, known and designated as: Day or 1st shift - 7:00 A.M. to 3:00 P.M., Afternoon or 2nd shift - 3:00 P.M. to 11:00 P.M. and Night or 3rd shift - 11:00 P.M. to 7:00 A.M.

2c. With the exception of overtime, no shift operator will be scheduled to work more than one of the designated shifts in any one (1) work week.

3a. Relief Operators shall be assigned regularly to the day shift.

3b. When assigned to the regular day shift, Relief Operators shall perform duties as assigned by the Authority. When assigned to relieve Shift Operators, Relief Operators shall perform that work.

3c. A Relief Operator assigned to relieve Shift Operators shall work the schedule of the Shift Operator he is relieving until that Shift Operator returns to work.

3d. When a Relief Operator is transferred from or to his regular day shift due to a relief assignment, such transfer shall be considered a regular rotation of shift covered by paragraph 2b of this article.

- 3c. If a Relief Operator works more than ten (10) consecutive workdays when rotating to or from relief, he shall be paid at the rate of one and one-half (1½) times his regular straight time hourly rate of pay.
4. A one half (½) hour paid lunch shall be allowed a shift operator during each eight (8) hour schedule work period. Such Lunch period may be taken at the convenience of the employee, except in the event of an emergency or, when his services are necessary to the continuity of operation of the plant. This shall also apply to relief operators.
5. All shift operators shall remain on duty until properly relieved or excused by their immediate supervisor.
6. All assigned shift operators shall rotate their shift schedule every four (4) weeks. However, during the periods that any shift operator takes a vacation this provision is waived.
7. All shift jobs shall be worked by designated shift personnel except in an emergency as may be determined by the Authority.

### ARTICLE III

#### Section 1. - OVERTIME

1. Overtime at the rate of one and one half ( $1\frac{1}{2}$ ) times an employees regular hourly rate of pay shall be paid for all work:
  - a. Performed in excess of eight (8) hours of any regular scheduled work period.
  - b. Performed prior to a scheduled eight (8) hour work period.
  - c. Performed on the sixth (6th) day of a scheduled work week, except during the regular rotation of shift schedules.
  - d. Performed on a designated holiday in addition to a regular eight (8) hours pay.
2. Overtime at the rate of two (2) times an employees regular hourly rate of pay shall be paid for all work:
  - a. Performed on the seventh (7th) day of a scheduled work week.
  - b. Performed after sixteen (16) consecutive hours work.
  - c. Performed in excess of eight (8) hours work that was paid at one and one half ( $1\frac{1}{2}$ ) the regular base hourly rate of pay.
  - d. Performed on a shift employee's scheduled third (3rd) or fourth (4th) consecutive day of rest during regular rotation of shift schedules.
  - e. When off the job and called into work on a paid holiday, or when given less than 24 hours advance notice to work a paid holiday.
3. Shift differentials paid to shift employees when performing work on the second (2nd) and third (3rd) shift shall be included in an employees hourly rate of pay when applying overtime rate of pay.

4. Employees are obligated to work overtime when required to do so by the Authority. Every effort will be made by the Authority to give employees a minimum of two (2) weeks advance notice of scheduled overtime work.
5. The opportunity to work overtime shall be rotated among employees to achieve equalization of premium pay earnings within each class of work, provided an employee is qualified to perform the overtime assignment. Accumulative overtime worked or refused will be updated and posted every two (2) weeks.
6. An employee called to work during off hours shall receive a minimum of three (3) hours pay at the applicable premium rate of pay.
7. Shift employees reporting late after receiving less than one (1) hours advance notice to work overtime shift will be paid from start of shift if late period is within reason.
8. Employees held over their regularly scheduled work shift will be paid fifteen (15) minutes at the applicable premium rate of pay for work performed between the first five (5) through fifteen (15) minute period of the hour, and the applicable premium rate of pay for all work performed thereafter to the next fifteen (15) minutes overtime, i.e. work sixteen (16) through thirty (30) minutes overtime, receive one-half ( $\frac{1}{2}$ ) hour premium pay; work thirty-one (31) through forty-five (45) minutes overtime, receive three quarters ( $\frac{3}{4}$ ) hour premium pay; work forty-six (46) through one (1) hour overtime, receive one (1) hour premium pay.

Section 2. - MEAL ALLOWANCE

1. Each employee working two (2) hours beyond a scheduled eight (8) hour work period shall receive four dollars and fifty cents (\$4.50) in lieu of an overtime lunch. An additional four dollars and fifty cents (\$4.50) in lieu of overtime lunch shall be paid the employee after each additional four (4) hours of work performed thereafter.
2. Any employee called into start work one (1) hour or more in advance of his scheduled day shift starting time will be entitled to four dollars and fifty cents (\$4.50) meal allowance.

## ARTICLE IV

### PROBATIONARY PERIOD FOR NEWLY HIRED EMPLOYEES

1. All newly hired employees shall be considered probationary for a period of ninety (90) calendar days. Holidays which fall within this period and are part of this agreement will be considered within the ninety(90) day period. Sick time, injury, and other periods of personal leaves of absence, will not be included within this time frame. In the event of absence during this period, the probation time shall be extended by the number of days absent.
2. During this period, probationary employees shall not receive any benefits, nor accrue any seniority and their employment shall be at the sole discretion of the Authority and not subject to the grievance procedure of this Agreement.
3. The Authority has sole discretion to make permanent employee appointments.
4. Upon permanent appointment, an employee shall be entitled to full seniority and all benefits as stated in the Agreement from date of hire.
5. The Authority at its discretion may extend the probationary period for employees for an additional ninety (90) calendar days for one (1) time only.

ARTICLE V

SALARY AND WAGES

General Wage Increase

Effective January 1, 1992, five percent (5%) wage increase.  
Effective July 1, 1993, five and one half percent (5½%) wage increase.

1. Employees shall be paid a base annual salary in accordance with the following schedule except as stated in paragraph (2) of this Article.

		Effective 1/1/92	
		<u>Hourly</u>	<u>Annual</u>
Laboratory Technician	1st Class	\$ 15.7833	\$ 32,829
	2nd Class	15.0049	31,210
	3rd Class	13.4995	28,079
	4th Class	12.7201	26,458
	5th Class	11.9407	24,837
Sampling Technician	1st Class	\$ 14.3158	\$ 29,777
	2nd Class	13.4870	28,053
	3rd Class	12.4359	25,867
	4th Class	11.6075	24,144
	5th Class	10.7766	22,415
Jr. Monitoring Assistant	1st Class	\$ 12.6639	\$ 26,341
	2nd Class	12.1199	25,209
	3rd Class	11.5757	24,078
	4th Class	11.0310	22,945
	5th Class	10.4878	21,815
Shift Operator	1st Class	\$ 14.3158	\$ 29,777
	2nd Class	13.4870	28,053
	3rd Class	12.4359	25,867
	4th Class	11.6075	24,144
	5th Class	10.7766	22,415
Maintenance Foreman	1st Class	\$ 20.6022	\$ 42,853
	2nd Class	19.9913	41,582
	3rd Class	19.3795	40,309
Maintenance Mechanic	1st Class	\$ 18.1730	\$ 37,800
	2nd Class	17.2259	35,830
	3rd Class	16.4072	34,127
	4th Class	15.6259	32,502



		Effective 1/1/92	
		<u>Hourly</u>	<u>Annual</u>
Maintenance Mechanic Apprentice	1st Class	\$ 15.7711	\$ 32,804
	2nd Class	14.9443	31,084
	3rd Class	14.1194	29,369
	4th Class	13.2941	27,652
Electrician	1st Class	\$ 18.1730	\$ 37,800
	2nd Class	17.2259	35,830
	3rd Class	16.4072	34,127
	4th Class	15.6259	32,502
Electrician Apprentice	1st Class	\$ 15.7711	\$ 32,804
	2nd Class	14.9443	31,084
	3rd Class	14.1194	29,369
	4th Class	13.2941	27,652
Lube Specialist	1st Class	\$ 15.7711	\$ 32,804
	2nd Class	14.9443	31,084
	3rd Class	14.1194	29,369
	4th Class	13.2941	27,652
Storekeeper/Scheduler	1st Class	\$ 15,4991	\$ 32,238
	2nd Class	14.6520	30,476
	3rd Class	13.8048	28,714
	4th Class	12.9572	26,951
Assistant Storekeeper	1st Class	\$ 12.7750	\$ 26,572
	2nd Class	11.9456	24,847
	START	11.1163	23,122
Skilled Laborer	1st Class	\$ 12.7750	\$ 26,572
	2nd Class	11.9457	24,847
	START	11.1163	23,122
Janitor	1 year	\$ 11.5033	\$ 23,927
	6 months	10.8402	22,548
	Start Pay	10.2864	21,396

		Effective 7/1/93	
		<u>Hourly</u>	<u>Annual</u>
Laboratory Technician	1st Class	\$ 16.6512	\$ 34,635
	2nd Class	15.8300	32,927
	3rd Class	14.2419	29,623
	4th Class	13.4197	27,913
	5th Class	12.5976	26,203
Sampling Technician	1st Class	\$ 15.1031	\$ 31,414
	2nd Class	14.2288	29,596
	3rd Class	13.1201	27,290
	4th Class	12.2461	25,472
	5th Class	11.3691	23,648
Jr. Monitoring Assistant	1st Class	\$ 13.3604	\$ 27,790
	2nd Class	12.7862	26,595
	3rd Class	12.2126	25,402
	4th Class	11.6379	24,207
	5th Class	11.0648	23,015
Shift Operator	1st Class	\$ 15.1031	\$ 31,414
	2nd Class	14.2288	29,596
	3rd Class	13.1201	27,290
	4th Class	12.2461	25,472
	5th Class	11.3691	23,648
Maintenance Foreman	1st Class	\$ 21.7355	\$ 45,210
	2nd Class	21.0908	43,869
	3rd Class	20.4451	42,526
Maintenance Mechanic	1st Class	\$ 19.1725	\$ 39,879
	2nd Class	18.1733	37,800
	3rd Class	17.3096	36,004
	4th Class	16.4855	34,290
Maintenance Mechanic Apprentice	1st Class	\$ 16.6385	\$ 34,608
	2nd Class	15.7661	32,794
	3rd Class	14.8962	30,984
	4th Class	14.0254	29,173
Electrician	1st Class	\$ 19.1725	\$ 39,879
	2nd Class	18.1733	37,800
	3rd Class	17.3096	36,004
	4th Class	16.4855	34,290

Effective  
7/1/93

		<u>Hourly</u>	<u>Annual</u>
Electrician Apprentice	1st Class	\$ 16.6385	\$ 34,608
	2nd Class	15.7663	32,794
	3rd Class	14.8962	30,984
	4th Class	14.0254	29,173
Lube Specialist	1st Class	\$ 16.6385	\$ 34,608
	2nd Class	15.7663	32,794
	3rd Class	14.8962	30,984
	4th Class	14.0254	29,173
Storekeeper/ Scheduler	1st Class	\$ 16.3514	\$ 34,011
	2nd Class	15.4577	32,152
	3rd Class	14.5639	30,293
	4th Class	13.6697	28,433
Assistant Storekeeper	1st Class	\$ 13.4774	\$ 28,033
	2nd Class	12.6028	26,214
	START	11.7278	24,394
Skilled Laborer	1st Class	\$ 13.4774	\$ 28,033
	2nd Class	12.6028	26,214
	START	11.7278	24,394
Janitor	1 year	\$ 12.1360	\$ 25,243
	6 months	11.4366	23,788
	Start Pay	10.8522	22,573

\* Skilled Laborer. Five hundred dollars (\$500.00) added to first class only provided the employee completes the apprenticeship program.

- Employee shall be eligible for advancement in a job classification on the anniversary date of employment in such classification. An employee shall be ineligible for advancement in a job classification if found guilty of any activity considered "just cause" in Article XIII. Discharge and Discipline, paragraph 1. of this Agreement. The Authority shall evaluate an employee, and inform the employee at least ninety (90) days prior to the anniversary date of the employee. If the evaluation is unsatisfactory, the employee shall be reevaluated by the anniversary date of employment. If that evaluation is unsatisfactory, advancement in her or his job classification shall be deferred for one (1) year.

3. The base hourly rate of an employee shall be determined by dividing his/her base annual salary described in the salary schedule plus State license award, if any, by two thousand eighty (2,080) hours.
4. All shift employees shall in addition to their base hourly rate of pay, receive fifty cents (\$.50) per hour for all work performed on the 2nd shift, (3:00 P.M. to 11:00 P.M.) and sixty cents (\$.60) per hour for all work performed on the 3rd shift (11:00 P.M. to 7:00 A.M.)
5. Each employee shall be paid his/her annual salary on a weekly basis.

## ARTICLE VI

### VACATIONS, HOLIDAYS AND PERSONAL DAYS OFF

#### Section 1. - VACATIONS

1. Earned vacations shall be granted in accordance with the following schedule based on the established base annual salary pay rates.

<u>YEARS OF CREDITED SERVICE</u>	<u>PAID DAYS OF VACATION</u>
Completion one (1) year through five (5) years.....	10 Working Days
Completion six (6) years through ten (10) years.....	17 Working Days
Completion eleven (11) years through fifteen (15) years.....	20 Working Days
Completion sixteen (16) years through twenty (20) years.....	22 Working Days
Completion twenty-one (21) years through twenty-four years.....	25 Working Days
Completion twenty-five (25) years and over.....	30 Working Days

The change in vacation to employees with less than six (6) years credited service does not apply to any employee hired prior to January 1, 1988. In other words, all incumbent employees with less than six (6) years credited service shall continue to receive twelve (12) working days paid vacation per year.

2. The vacation period calendar year shall be from the first (1st) day of January to the thirty-first (31st) day of December of each year.
3. After twelve (12) months of credited service an employee shall be entitled to ten (10) working days vacation. An employee must be an active employee at the time of eligibility in order to receive the aforementioned vacation entitlement. An employee shall be considered active except when he is absent for a non-job connected disability, for discipline, or on a leave of absence or absent without leave.

4. During the second full year of employment and every year of employment thereafter, earned vacation shall be granted in accordance with the aforementioned vacation schedule.
5. After the first full year of employment the amount of vacation to which an employee is entitled shall be determined by the anniversary date of employment and such vacation shall be granted during the fiscal year of said anniversary date.
6. All vacation requests shall be made no later than March first (1st) for shift employees and no later than April first (1st) for day employees of the year in which they are to be taken. The Authority shall post a vacation schedule no later than April fifteenth (15th) of each year. Vacation shall be approved only when employees are scheduled to work the day shift.
7. Job classification seniority shall be given vacation request preference but the final determination of the vacation period for each employee is exclusively reserved to the Authority. To insure fairness, management shall try to assign one (1) shift employee's vacation and one (1) Relief Operator's vacation at the same time. Otherwise seniority shall receive preference.
8. All vacations shall be taken during the current year except in the event of illness or emergency.
9. Vacation in single days may be granted at the discretion of the Authority.
- 10a. Upon termination of employment, vacation pay shall be pro-rated based on the anniversary date of employment except as follows: An employee who is discharged because of fraudulent activity such as theft of Authority equipment or property, or improper punching or posting of his/her time card or another employee's time card shall not receive any vacation pay.
- 10b. An employee who leaves employment because of permanent disability or retirement shall receive full vacation pay for the vacation year in which the termination takes place.

11. Vacation pay will be paid on the day prior to the start of the vacation period; provided the employee requests vacation pay of his immediate supervisor a minimum of two (2) weeks in advance, and the pay day prior to a vacation period does not occur on either of the last two (2) pays of the year.
12. For vacation purposes, under the following circumstances the Authority will permit a shift employee to take one week vacation on a shift other than the day shift.
  - a. It is understood and agreed that the Authority will retain its discretion on granting of vacations as authorized in the current contract.
  - b. For vacation on second (2nd) and third (3rd) shift to be taken, the relief crew must be up to full staff which is four (4) men.

Section 2. - HOLIDAYS

1. The 13½ holidays set forth below are recognized by the Authority as "Paid Holidays".

New Years Day	Columbus Day
Martin Luther King's Birthday	Election Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	½ Day Christmas Eve.
Labor Day	Christmas Day

2. Each day employee shall be given the aforementioned holidays off and receive eight (8) hours pay at their respective base rates of pay with the exception of Christmas Eve. On said Christmas Eve a day employee shall receive four (4) hours rate of pay provided he has worked the initial four (4) hours of his/her scheduled work pay.
3. In the event a holiday falls on Saturday or Sunday, it shall be celebrated and time off granted, to day employees only, on the preceding Friday or succeeding Monday respectively.

4. Shift employees shall be paid time and one half( $1\frac{1}{2}$ ) their regular rate of pay for all work performed on the officially designated date of the recognized holiday plus eight (8) hours base rate of pay. Shift employees working Christmas Eve shall receive ten (10) hours regular base rate of pay for eight (8) hours work plus four (4) hours additional base rate of pay.
5. Shift employees not scheduled to work on a recognized holiday or  $\frac{1}{2}$  holiday, shall receive eight (8) hours base rate of pay or four (4) hours base rate of pay respectively in addition to their regular weeks wages when such holiday occurs.
6. An employee may be denied holiday pay if absent without authorization the last scheduled working day before, or the first scheduled working day after a paid holiday. In the event of illness on either of these days, the Authority may require a doctor's certificate as proof of illness.
7. New employees will not receive holiday pay until ninety (90) calendar days of credited service. Holidays celebrated during the first ninety (90) calendar days of an employee's credited service will be paid retroactively, provided the employee is given permanent job status.

### Section 3. - PERSONAL DAYS OFF

1. All employees shall be granted two (2) personal days off annually with pay (eight (8) hours base rate of pay per day.)
2. Requests for a personal day off shall be represented by an employee to her/his immediate supervisor no less than three (3) days in advance. The Authority shall not unreasonably withhold approval for such requests.
3. Shift employees may at their option work one or both personal days off granted annually, and receive eight (8) hours base rate of pay per day in lieu of said personal day or days off. If shift employees have not requested earned personal days off entitlement by December first (1st) of each year, said shift employees will automatically receive pay in lieu thereof by December 31st of that year.
4. After the first six (6) months of credited service an employee shall be entitled to one (1) personal day off, and after one (1) full year of credited service an additional one (1) personal day off. An employee must be an active employee at the time of eligibility in order to receive the personal day off.



5. On no less than three (3) days advance notice to the Authority, an employee will be permitted to take a minimum of four (4) hours of an earned personal day off with pay.
6. The first of two (2) earned personal days off with pay due day employees will be scheduled no later than September 1st, and the second no later than December 1st of each year.

## ARTICLE VII

### SICK LEAVE, LEAVES OF ABSENCE and OTHER LEAVE

#### Section 1. - SICK LEAVE

1. For the purpose of this Agreement, sick leave shall be defined as paid leave granted to an employee, who through sickness or injury becomes incapacitated to a degree that makes it impossible to perform the duties of her/his assigned job, or who is quarantined by a licensed physician because of exposure to a contagious disease.
2. Each employee shall be entitled to fifteen (15) days sick leave annually effective January 1, of each year.
3. All new employees shall earn one and one quarter (1 $\frac{1}{4}$ ) sick leave days for each month of work performed during the first full year of employment, but in no event shall a new employee be entitled to any paid sick leave until after ninety calendar days of accumulated credited service.

At the end of one (1) year of employment an employee shall be immediately entitled to the remaining number of sick leave days in the then calendar year at the rate of one and one quarter (1 $\frac{1}{4}$ ) days per month.

4. Unused earned sick leave shall accumulate from year to year. Each employee shall be notified of his/her total amount of sick days by April 30th of each calendar year.
5. If an employee claiming sick leave benefits is absent three (3) consecutive work days, the employee shall provide the Authority with a medical doctor's or licensed dentist's certificate indicating the need for such sick leave.
6. Any employee who is absent on sick leave, without presenting a doctor's certificate or licensed dentist's certificate, for periods totaling eight (8) days in one calendar year consisting of periods of less than three (3) days, shall submit a doctor's certificate or licensed dentist's certificate for any additional sick leave taken in that year, indicating the employee is able to perform his/her job, and return to work. This certificate should be provided by the employee upon his/her return to work.

The parties agree there is no such designation as light duty. Also, the Authority shall have the right to require an examination or opinion from its own physician, at the Authority's expense.

7. Sick leave pay shall not be paid until the aforementioned doctor's certificates or licensed dentist's certificates, whenever required, are submitted to the Authority.
8. Employees requiring sick leave in excess of their entitlement and having exhausted all vacation, holiday and personal days off, may at the option of the Authority be granted additional sick leave.
9. If in the opinion of the Authority an employee is unable to perform his or her scheduled work assignment, the Authority may order a medical examination at the Multi Care Medical Center or its equivalent, to determine the ability of an employee to continue employment.
10. Sick leave may be taken in periods of no less than two (2) hours provided evidence of need is presented to the Authority immediately prior or subsequent to the occurrence. All sick leave scheduled by an employee shall require three (3) days prior notice to the Authority.
11. If an employee is not charged with any earned sick leave in any year following the accumulation of seventy-five (75) or more earned sick leave days, said employee may sell back five (5) earned sick leave days to the Authority. The Authority will purchase said days at the employees daily base rate of pay.
12. Upon retirement, an employee shall receive one (1) day of sick leave pay at the rate of the employee's straight time hourly rate of pay at time of retirement for each three (3) days of accumulated unused earned sick leave. The maximum amount of unused sick leave payable shall not exceed ten thousand dollars (\$10,000.00 )

## Section 2. - LEAVES OF ABSENCE

1. An employee may request a leave of absence without pay for a maximum period of thirty (30) days.

The Authority may grant such leave provided it is for a good and just reason and it does not affect the operation of the plant.

2. A leave of absence may be renewed upon request for reasons of personal illness, disability or family illness.

3. All leaves of absence or renewals of leaves must be made in writing.
4. Benefits including seniority shall cease to accumulate during leaves of absence in excess of thirty (30) days.

Section 3. - MILITARY LEAVE

1. An employee called to active duty or inducted into the Armed Forces of the United States shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and the Authority shall make pension payments required during such leave. Each employee shall be reinstated without loss of privileges or seniority provided he reports for duty to the Authority within sixty (60) days following his honorable discharge or separation from the Armed Forces and provided he has notified the Authority of his intent to report for duty within thirty (30) days after his discharge from services.
2. Any employee member of the military reserve of the United States Armed Forces shall be granted no more than two (2) weeks time off annually for active training duty. Time off for such active training duty shall be granted, provided official written notice from the military unit in which the employee serving reserve duty is presented to the Authority. Such employee serving two (2) weeks active training duty shall be paid the difference between his Authority base salary and the pay received from the military during the said two (2) weeks tour of active duty.

Section 4. - FUNERAL LEAVE

1. A maximum of three (3) days leave with pay shall be granted to an employee for scheduled workdays lost in the event of death in the immediate family. Immediate family shall be defined as: spouse, mother, father, sister, brother, daughter, son, mother-in-law, father-in-law or any relative living under the same roof as employee.
2. One (1) day leave with pay, the day of the funeral, shall be granted to an employee in the event of death to employee's grandparents, uncle, aunt, nephew, niece, sister-in-law or brother-in-law.

3. Funeral leave shall terminate the day after the funeral unless extended by the Authority.
4. Each employee must produce evidence of death and the relationship of the deceased to obtain the aforementioned benefits.

Section 4. - JURY DUTY

1. An employee called for Jury Duty shall be granted leave for the period actually in attendance or serving the Court.
2. Payment for Jury Duty shall be the difference between the daily base rate of pay of the employee and the daily Jury Duty fee paid by the court.
3. Any employee not required to report or serve the court on any particular day during a tour of Jury Duty shall report to his regular assigned job.
4. Any employee scheduled to work the third shift (11:00 P.M. to 7:00 A.M.) during a tour of Jury Duty shall report to his regular assigned job the night immediately preceding the day upon which he is not required to report or serve court.
5. The written notice to report to Jury Duty and the final Jury Duty attendance report must be presented to the employee's immediate supervisor in order to qualify for Jury Duty Benefits.
6. In the event an employee is serving Jury Duty and is unable to report to the Court because of illness or accident, such employee must report his absence to the Authority on the day it occurs or be subject to denial of earned sick leave benefits.

ARTICLE VIII

HEALTH and INSURANCE BENEFITS

1. As provided for under the New Jersey State Health Benefits Program, all employees and their eligible dependents shall be entitled to full coverage of the New Jersey Blue Cross-Blue Shield 1420 Series Plan. Additionally, all employees will be covered by Major Medical Insurance.

The entire cost of the aforementioned health insurance shall be paid by the Authority.

2. Each employee shall be enrolled in the New Jersey Public Employees' Retirement System and receive all benefit entitlements therefrom.
3. All employees and their eligible dependents shall receive dental, vision and medical prescription insurance coverage that is selected and paid in full by the Authority.
4. Inoculations for contagious diseases as determined by the Authority shall be offered to all employees at the Authority's cost and expense.
5. The Authority will provide Workers' Compensation Insurance for all Employees.
6. During the period of time an employee is eligible to receive Workers' Compensation Benefits, he/she at his/her option may use sick leave prior to the time it is earned to receive monies during the Workers' Compensation waiting period, or to augment Workers' Compensation disability benefits thereafter. If an employee chooses this option but his/her employment terminates for any reason, any sick leave used during Workers' Compensation but not eventually earned shall be repaid to the Authority.
7. The Authority will furnish each employee with Temporary Disability Insurance as provided for through the New Jersey Temporary Disability Benefits Program.

It will be mandatory for all employees to participate in the Temporary Disability Insurance Program and to pay one-half ( $\frac{1}{2}$ ) the cost of all insurance premiums.

8. Any employee receiving temporary disability benefits shall be granted full health and insurance benefits coverage by the Authority during the initial three (3) month period of receiving said benefits. To continue full coverage of said benefits up to a maximum of nine (9) additional months, the employee must pay all insurance premiums to the Authority in advance.
9. In accordance with State Statute and the New Jersey State Health Benefits Program, upon regular retirement with minimum of twenty-five (25) years service or a disability retirement with any number of years of service, paid-up Blue Cross, Blue Shield, Rider J Health benefit coverage for an employee and his eligible dependents will continue after retirement.

10. Each employee will be required to undergo a complete annual physical examination at the Multi Care Medical Center, or its equivalent selected by the Authority. The cost of said examination will be borne by the Authority, and the results made known to the employee.

#### ARTICLE IX

#### EDUCATIONAL INCENTIVE PLAN

1. After one (1) year of credited service, any employee successfully completing courses of study approved in advance by the Authority, shall be reimbursed for the cost of tuition and study books.
2. All employees carrying the title of either First (1st) or Second (2nd) Class Shift Operator shall upon the attainment of each State License listed below, receive the indicated additional compensation to their annual base salary:

N.J. State Operator's License S-1	\$700.00
N.J. State Operator's License S-2	\$300.00
3. Each employee shall be reimbursed for the cost of tuition and study books after the completion of each semester of prescribed curriculum with a minimum passing grade of "C" or its equivalent.
4. All employees presently receiving additional compensation for having received an operator's license shall continue to receive such additional compensation to their annual base salary.
5. Additional compensation for attainment of any of the aforementioned State Operators Licenses shall be added to an employee's annual base salary and calculated in the hourly base rate of pay.
6. If an employee is attending an Authority approved evening educational course session on the evening he or she work the 11:00 P.M. to 7:00 A.M. shift, said employee shall be allowed to report at 12:00 Midnight without loss of pay.

## ARTICLE X

### PROTECTIVE CLOTHING and SAFETY SHOES

1. With the exception of Laboratory and Clerical employees, the Authority shall provide each new employee with:
  - a. Five (5) sets of protective clothing (shirts and trousers) or coveralls or combination of both, one (1) winter coat, rain gear, rubber boots, protective hard hat, ear muffs and one (1) pair each of cloth and rubber gloves.
  - b. All shift employees and day employees upon request only, will receive one (1) pair of rubber gloves and a safety flashlight.
  - c. Any employee exposed to organic vapor or noxious odors will be provided with a respirator by the Authority.
2. Each laboratory employee will receive one (1) protective laboratory coat and one (1) set of rain gear as needed.
3. All items of clothing, protective and safety equipment provided by the Authority shall be replaced at no cost on a fair wear and tear basis as determined by the Authority. Replacement will not be unreasonably withheld.
4. All employees will be required to purchase standard safety shoes acceptable to the Authority. Upon presentation to the Authority of a sales slip marked "PAID", signed and dated by the salesperson from the place of purchase, the Authority shall reimburse the employee up to sixty-five (\$65.00) dollars in 1992 and seventy (\$70.00) dollars in 1993, but in no event more than the total cost of the shoes. Unless newly employed, an employee will be required to submit his or her worn shoes to the Authority for replacement and reimbursement approval. Approval will not be unreasonably denied.
5. Failure of an employee during working hours to wear protective clothing, footwear, and other safety equipment provided for or reimbursed by the Authority shall result in disciplinary action.

6. Subject to the Authority providing adequate clothes lockers and showers, any employee found wearing Authority issued work clothes, equipment or safety shoes off the job, including coming to and leaving from work, will be subject to disciplinary action.

## ARTICLE XI

### SENIORITY

1. For purposes of this Agreement, seniority is defined as follows:
  - a. Authority seniority is an employee's length of service determined by his original date of hire as a full time Authority employee.
  - b. Classification seniority is an employee's length of service determined by the original date of his/her permanent assignment to a particular work classification.
2. Seniority shall be lost by an employee for the following reasons:
  - a. Resignation.
  - b. Failure to report to work no later than seven (7) days after a permitted leave of absence.
  - c. Failure to report to work no later than forty-eight (48) hours after receipt of a telegram or certified letter of notice to resume employment after a layoff. An extension of the forty-eight (48) hour time limit may be granted by the Authority for a good and just reason.
  - d. Failure to be called back to work for a period of two (2) years after the date of layoff.
  - e. Failure to give thirty (30) days notice to the Authority of an employee's intention to return to work after the date of discharge from military services.
  - f. Discharge for just cause.
3. The Authority shall publish an annual seniority list of all employees in the bargain unit by January 31st of each year.



## ARTICLE XII

### LAYOFFS and RECALL

1. In the event of a layoff, classification seniority shall be observed in each classification so effected.
- 2a. An employee with greater Authority seniority who is scheduled for layoff and who has worked in another classification within the Authority, may elect in lieu of layoff to displace the least senior employee in the former job classification, provided the employee can immediately perform the job satisfactorily.
- 2b. An employee who elects the above procedure shall receive the rate of pay held at the time he/she last left the former class if that period is two (2) years or less and if the rate is more than the current rate. Otherwise, the employee shall receive a rate equal to the current rate or the maximum of the classification to which he/she is returning, whichever is less. If the current rate is not the same as the increment rate the employee shall be paid at the rate of the next higher increment.
3. In the event of recall within two (2) years of the date of layoff, classification seniority will be observed, provided the most senior former employee is mentally and physically capable of performing the work classification to which he is being recalled.
4. Any notice of recall to an employee on layoff shall be transmitted by telegram or certified mail to the last known address of such employee.

## ARTICLE XIII

### DISCHARGE AND DISCIPLINE

1. The Authority shall not suspend or discharge any employee without just cause. For the purpose of this Article "just cause" shall include but not be limited to:
  - a. Neglect of duty or unsatisfactory work.
  - b. Incompetency or inefficiency.

- c. Incapacity due to mental or physical disability.
  - d. Insubordination or serious breach of discipline.
  - e. Intoxication or possession of alcoholic beverages while on duty.
  - f. Chronic or excessive absenteeism.
  - g. Disorderly or immoral conduct.
  - h. Violation of the Authority's Rules and Regulations including tardiness.
  - i. Engaging in any form of political activity during working hours.
  - j. Consumption, possession of, or being under the influence of drugs or controlled dangerous substances.
  - k. The conviction of a criminal act.
  - l. Engaging in an illegal work stoppage.
  - m. Absent without leave or failure to report after an authorized leave has expired or after such leave has been disapproved or revoked.
  - n. Failure of an employee driver of Authority motor vehicles to report revocation of said employee's N.J. State drivers license.
  - o. Failure to punch a time card as required by the Authority.
2. Prior to final discharge an employee shall be placed on three (3) work days suspension without pay and the employee and the Union notified in writing of the action to be taken by the Authority. If, after said three (3) days suspension period the Union has not, in the opinion of the Authority, presented sufficient reason for revocation, such decision to discharge shall stand.
  3. An operations employee who fails to notify the Authority of his/her absence one (1) hour prior to scheduled starting time shall be subject to a one (1) day suspension. Maintenance and monitoring employees who fail to notify the Authority of their absence one-half ( $\frac{1}{2}$ ) hour prior to scheduled starting time shall be subject to a one (1) day suspension. A second violation shall subject an employee to a two (2) day suspension without pay. Three violations without notification within six (6) consecutive months shall be just cause for termination.

4. If the Authority supervision observes or has unequivocal proof of an employee punching another employee's time card, said employee will be suspended for three (3) work days without pay. A second violation will result in the immediate discharge of such employee.
5. In the event an employee is issued a disciplinary warning letter, a copy of said letter will be forwarded to the Union and a copy placed in the employee's personnel file. If an employee has not received any other warning letter for a period of one (1) year thereafter, such warning letter shall be removed from said employee's personnel file.

#### ARTICLE XIV

##### PROMOTIONS, DEMOTIONS and TRANSFERS

1. It is the intention of the Authority to fill job vacancies from the ranks of the employees.
2. All new and vacant job openings shall be posted on the Authority bulletin board for a period of fifteen (15) calendar days, within three (3) working days of the official approval to such openings by the Authority.
3. Employees interested in such job openings shall make application in writing to the Executive Director within fifteen (15) calendar day time period.
4. Employees with classification seniority, if applicable, followed by employees with Authority seniority shall be given job preference provided they have the experience or ability and physical capability in the opinion of the Authority to perform the job requirements.
5. Any employee placed in a new or vacant job position shall be on a trial period for forty five (45) work days. If during the trial period the Authority determines that the employee does not qualify, the employee and the Union shall be notified with an explanation for the reason. If at the end of twenty three (23) work days an employee's job performance is unsatisfactory, the employee and the Union shall be notified in writing by the Authority. The reference to twenty three (23) and forty five (45) days is to days actually worked. Holidays which fall within this period and are part of this agreement will be considered within the forty five (45) day period. Sick time, injury, and other periods of personal leaves of absence, will not be included within this time frame. A disqualified employee shall be returned to her or his original job classification and retain original job seniority and rate of pay.

6. An employee serving a Forty-five (45) working days probation period in a new or vacant job position shall receive the starting salary rate of the particular job classification.

In the event an employee has been working in the lower grade of the new or vacant job position, he/she shall receive a salary rate no less than his/her then current rate of pay.

7. Temporary promotions shall be offered to qualified employees with the most job classification seniority.

If no employee has seniority in the particular job classification or in those job classifications having a lower grade in which a temporary promotion is open, the qualified employee with the most authority seniority shall be offered said temporary promotion.

An employee receiving a temporary promotion shall receive the rate paid a probationary employee as described in clause six (6) hereof.

8. Nothing contained herein shall prevent the Authority from hiring new employees to fill new or vacant positions, if in the opinion of the Authority present employees do not fill the particular job requirements.

9. If an employee is on an extended injury or sick leave, or leave of absence, the Authority may at its option, hire a temporary employee as a replacement to insure normal plant operations.

Upon assignment, temporary employees shall receive the starting rate of pay to the assigned job classification and with the exception of seniority, retirement entitlements and temporary disability insurance, all employee benefits on a pro rata basis.

A temporary employee shall be considered temporary until the employee replaced has returned to work. Upon notice of the absent employee's intention to terminate his/her employment, the job shall be posted as a vacancy.

10. The Authority shall notify the Union in writing in the event of the hiring or change of employment status of any new or incumbent employee.

## ARTICLE XV

### GRIEVANCE PROCEDURE and ARBITRATION

1. A grievance within the meaning of this Agreement shall be a difference of opinion, controversy or dispute arising between the parties hereto involving the interpretation or application of any provisions of the within Agreement.
2. In the event of such difference, controversy or dispute should occur between the Authority and an employee, said employee and or the Union must file a grievance in writing with the Authority within five (5) working days of its occurrence or it shall be considered waived. Properly filed, a grievance shall take the following procedure:

#### STEP 1

Within three (3) working days of the receipt of a grievance by the Authority, the aggrieved employee, a representative of the Union and the employee's immediate supervisor shall meet to resolve the grievance. If the grievance is not resolved satisfactorily within three (3) working days of the meeting the Union may notify the Authority in writing of its desire to pursue said grievance through Step 2.

#### STEP 2

Within ten (10) working days of the Union's notification of the unsatisfactory resolution of a grievance in Step 1., the Authority's Executive Director, the aggrieved employee's immediate supervisor, the grievred employee, and a maximum of two (2) authorized representatives of the Union shall meet to resolve the grievance.

The Executive Director shall within five (5) working days of such meeting advise the Union in writing of the decision.

If the Executive Director's decision is not mutually satisfactory, the Union may within a maximum of ten (10) working days thereafter notify the Authority in writing of its desire to pursue said grievance to Step 3.

#### STEP 3

Within fourteen (14) working days of the Union's notification of the unsatisfactory resolution of a grievance in Step 2, members of the Board of the Authority, the Authority's Executive Director, the Authority's Attorney, the Authority's

Labor Relations Representative, the aggrieved employee and a maximum of three (3) authorized representatives of the Union shall meet to resolve such grievance.

The members of the Board of the Authority shall within ten (10) working days of such meeting advise the Union in writing of its decision.

#### STEP4

In the event that the parties do not agree after following the above procedure, the matter may be submitted to arbitration.

Either party with notice to the other party, may petition the New Jersey Public Employee Commission (PERC) for arbitration of the grievance within ten (10) calendar days of receipt of the decision of the Board of the Authority.

If either party fails to petition PERC for arbitration as provided above, or in the event the time limitation applying to arbitration set forth above is not followed, the matter shall be deemed waived and abandoned.

The decision of the PERC appointed arbitrator shall be final and binding upon the parties. The arbitrator shall be limited to the interpretation and/or the application of this Agreement and shall have no power to enlarge upon, reduce, modify or delete and provision thereof. The cost of the arbitrator's fee shall be borne equally by the parties.

Time limits for the grievance and arbitration procedures may be extended by mutual consent of the parties.

### ARTICLE XVI

#### UNION OFFICIAL ACTIVITIES

1. The Union shall advise the Authority in writing of the names of the Shop Steward, alternates and all other Union personnel authorized to act on behalf of the Union within seven (7) calendar days of their election of appointment to such position.
2. The Shop Steward or her/his designee shall be limited during working hours no loss in pay to the following activities:
  - a. At the oral request of an employee or the Authority, attend all meetings relating to the grievance proceedings as described in Article XV of this Agreement.
  - b. The filing of all written grievances with the Authority.
  - c. Attend all grievance proceedings as described in

Article XV hereof.

- d. At the oral or written request of the Authority, attend any official meeting between the Authority and the Union.
3. Representatives of the Union's International shall be permitted, upon advance notification to the Authority Executive Director or his/her assistant, to visit the Union's elected officials at reasonable times of the day to discuss Union business, provided such visit does not interfere with or disrupt plant operations.
4. Reasonable time off without pay shall be granted to no more than two (2) Union Officials at one time to attend bonafide County, State or National Union Meetings, seminars or conventions.
5. The Union President and one (1) member employee of the Union Negotiating Committee shall be excused from work with pay to attend Authority/Union Labor Agreement negotiation meetings.

#### ARTICLE XVII

##### UNION DUES DEDUCTION

1. The Authority agrees to deduct Union dues from the pay of each employee member of the Union once each month. Said Union dues shall be transmitted with a list of such employee members to the Union at its official address, or upon written authorization from the Union, the President or Treasurer of the Union within fifteen (15) calendar days of such deduction.
2. The Union agrees to furnish the Authority written authorization from each employee member to effect such dues deduction in a specific dollar amount.
3. The Union agrees to indemnify and hold the Authority harmless from and against any and all claims, legal suits or liability of any kind whatsoever arising from the aforementioned deduction of dues.
4. In accordance with State statutes, an Agency Shop fee of 85% of established Union dues will be deducted from the wages of all nonunion members employees covered by this Agreement and transmitted to the Union as set forth hereinabove.

## ARTICLE XVIII

### SAFETY

1. There shall be a joint Authority-Union Safety Committee comprised of two (2) members of the Authority's supervisory staff and two (2) employees designated by the Union.

The purpose of the committee shall be to review all safety procedures and make recommendations for the prevention of accidents.

2. Employees shall implement all safety procedures published by the Authority and shall wear or use, as the case may be, all safety equipment and instruments provided by the Authority. The Authority shall comply with all federal and state OSHA and safety regulations.

All employees shall comply with all federal and state OSHA and safety regulations provided to them by the Authority. Failure to comply with safety procedures and laws and regulations shall result in disciplinary action.

## ARTICLE XIX

### BULLETIN BOARDS

1. The Authority agrees to provide a suitable bulletin board for the exclusive use of the Union to post official notices pertaining to Union affairs.
2. All material posted upon said bulletin board shall bear the approving signature of a duly elected official of the Union or be subject to immediate removal by the Authority.
3. The posting of any material unrelated to Union affairs, personal or political in nature or derogatory to the Authority shall be prohibited.
4. The Union's Shop Steward shall supervise the material to be posted upon the bulletin board.



ARTICLE XX  
NONDISCRIMINATION

Neither the Authority nor the Union shall discriminate against any employee or those seeking employment because of race, color, creed, sex or national origin, nor because of membership or non-membership in any church, society or fraternity.

ARTICLE XXI  
AUTHORITY WORK LIMITATION

Authority supervisory personnel shall not perform bargaining unit work except in emergency situations, training of Authority or bargaining unit personnel, and testing and research such as sampling and process control.

ARTICLE XXII  
MANAGEMENT RIGHTS

Except as may be otherwise provided for or modified within this Agreement, it is recognized that there are certain functions, responsibilities and rights reserved to the Authority, among which are the direction and operation of the Authority's physical plant facilities, types or work to be performed, work assignments of employees, machinery, tools and equipment to be used, hours of work, the right to hire, promote, transfer, layoff, discipline or discharge employees for just cause, and the creation and enforcement of reasonable rules and regulations for discipline and the safety of its employees.

ARTICLE XXIII  
TERM OF AGREEMENT

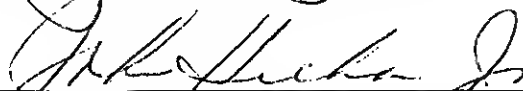
This Agreement shall become effective January 1, 1992 and shall remain in full force and effect until and including December 31, 1993 and from year-to-year thereafter, unless either party gives written notice to the other party, by certified mail, to the effect that it desires to modify or terminate this Agreement, at least sixty (60) calendar days prior to such termination date.

IN WITNESS WHEREOF, the parties have caused this Agreement  
to be executed by their authorized representatives this


28<sup>th</sup> day of October, 1992


THE LINDEN ROSELLE SEWERAGE AUTHORITY

BY   
JOHN A. ZIEMIAN, CHAIRMAN

BY   
John Hreha, Jr., Acting Secretary

LOCAL UNION NO. 209  
a/w DISTILLERY, WINE AND ALLIED  
WORKERS INTERNATIONAL UNION

BY   
GEORGE ORLANDO,  
General President - International

BY   
RICHARD BURCZYNSKI  
President - Local 209

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